

**MCGUIREWOODS LLP**

Salwa S. Kamal (SBN 327108)  
Two Embarcadero Center, Suite 1300  
San Francisco, CA 94111-3821  
Telephone: 415.844.9944  
Facsimile: 415.844.9922  
skamal@mcguirewoods.com

**DELEYLA A. LAWRENCE (SBN 284562)**

1800 Century Park East, 8th Floor  
Los Angeles, CA 90067-1501  
Telephone: 310.315.8200  
Facsimile: 310.315.8210  
E-Mail: dlawrence@mcguirewoods.com

Attorneys for Defendant Bank of America, N.A.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

JOHN C. WILLIAMS and LOUISE E.  
WILLIAMS,

Plaintiffs,

v.

BANK OF AMERICA, N.A. f/d/b/a  
BANC OF AMERICA SPECIALTY  
FINANCE, INC., and DOES 1 to 20,  
inclusive,

Defendants.

CASE NO. 2:24-cv-02909-DJC-JDP

District Judge Daniel J. Calabretta  
Magistrate Judge Jeremy D. Peterson

**STIPULATED PROTECTIVE  
ORDER**

[Removed from Stanislaus County  
Superior Court Case No. CV-24-  
007061]

Date Filed: September 6, 2024  
Date Served: September 20, 2024  
Date Removed: October 21, 2024

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery

1 and that the protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment under the  
3 applicable legal principles. The parties further acknowledge, as set forth in Section  
4 12.3, below, that this Stipulated Protective Order does not entitle them to file  
5 confidential information under seal.

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve commercial, financial, technical and/or  
8 proprietary information for which special protection from public disclosure and from  
9 use for any purpose other than prosecution of this action is warranted. Such  
10 confidential and proprietary materials and information consist of, among other things,  
11 confidential business or financial information, information regarding confidential  
12 business practices, or other confidential research, development, or commercial  
13 information (including information implicating privacy rights of third parties),  
14 information otherwise generally unavailable to the public, or which may be privileged  
15 or otherwise protected from disclosure under state or federal statutes, court rules, case  
16 decisions, or common law. Accordingly, to expedite the flow of information, to  
17 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
18 to adequately protect information the parties are entitled to keep confidential, to  
19 ensure that the parties are permitted reasonable necessary uses of such material in  
20 preparation for and in the conduct of trial, to address their handling at the end of the  
21 litigation, and serve the ends of justice, a protective order for such information is  
22 justified in this matter. It is the intent of the parties that information will not be  
23 designated as confidential for tactical reasons and that nothing be so designated  
24 without a good faith belief that it has been maintained in a confidential, non-public  
25 manner, and there is good cause why it should not be part of the public record of this  
26 case.

1     2.     DEFINITIONS

2           2.1     Action: *John C. Williams and Louise E. Williams v. Bank of America,*  
3 *N.A. f/d/b/a Banc of America Specialty Finance, Inc.*, U.S. District Court, Eastern  
4 District of California No. 2:24-cv-02909-DJC-JDP.

5           2.2     Challenging Party: A Party or Non-Party that challenges the designation  
6 of information or items under this Order.

7           2.3     “CONFIDENTIAL” Information or Items: Information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for protection  
9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
10 Cause Statement.

11          2.4     Counsel: Outside Counsel of Record and House Counsel (as well as their  
12 support staff).

13          2.5     Designating Party: A Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16          2.6     Disclosure or Discovery Material: All items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery in this matter.

20          2.7     Expert: A person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
22 an expert witness or as a consultant in this Action.

23          2.8     House Counsel: Attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26          2.9     Non-Party: any natural person, partnership, corporation, association, or  
27 other legal entity not named as a Party to this action.  
28

1        2.10 Outside Counsel of Record: Attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action and  
3 have appeared in this Action on behalf of that party or are affiliated with a law firm  
4 which has appeared on behalf of that party, and includes support staff.

5        2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8        2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10       2.13 Professional Vendors: Persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14       2.14 Protected Material: Any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16       2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

18 3. SCOPE

19       The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also (1) any information copied or extracted  
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
23 or their Counsel that might reveal Protected Material.

24       Any use of Protected Material at trial shall be governed by the orders of the  
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27       Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
3 or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection under this  
10 Order must take care to limit any such designation to specific material that qualifies  
11 under the appropriate standards. The Designating Party must designate for protection  
12 only those parts of material, documents, items, or oral or written communications that  
13 qualify so that other portions of the material, documents items, or communications  
14 for which protection is not warranted are not swept unjustifiably within the ambit of  
15 this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper  
18 purpose (e.g., to unnecessarily encumber the case development process or to impose  
19 unnecessary expenses and burdens on other parties) may expose the Designating Party  
20 to sanctions.

21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
27 under this Order must be clearly so designated before the material is disclosed or  
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page  
6 that contains protected material. If only a portion or portions of the material on  
7 a page qualifies for protection, the Producing Party also must clearly identify  
8 the protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and before  
12 the designation, all of the material made available for inspection shall be deemed  
13 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
14 copied and produced, the Producing Party must determine which documents, or  
15 portions thereof, qualify for protection under this Order. Then, before producing the  
16 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
17 to each page that contains Protected Material. If only a portion or portions of the  
18 material on a page qualifies for protection, the Producing Party also must clearly  
19 identify the protected portion(s) (e.g., by making appropriate markings in the  
20 margins).

21 (b) for testimony given in depositions that the Designating Party identify the  
22 Disclosure or Discovery Material on the record, before the close of the deposition all  
23 protected testimony.

24 (c) for information produced in some form other than documentary and for  
25 any other tangible items, that the Producing Party affix in a prominent place on the  
26 exterior of the container or containers in which the information is stored the legend  
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
28 protection, the Producing Party, to the extent practicable, shall identify the protected

1 portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive the  
4 Designating Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process ~~under Local Rule 37.1 et seq.~~

14 6.3 The burden of persuasion in any such challenge proceeding shall be on  
15 the Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the Producing  
20 Party's designation until the Court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
28



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action

11 (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed



1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to  
14 issue in the other litigation that some or all of the material covered by the subpoena  
15 or order is subject to this Protective Order. Such notification shall include a copy of  
16 this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued  
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this action  
21 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
22 or order issued, unless the Party has obtained the Designating Party’s permission. The  
23 Designating Party shall bear the burden and expense of seeking protection in that court  
24 of its confidential material and nothing in these provisions should be construed as  
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
26 directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s

11 (1) promptly notify in writing the Requesting Party and the Non-Party  
12 that some or all of the information requested is subject to a confidentiality agreement  
13 with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated  
15 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
16 specific description of the information requested; and

17 (3) make the information requested available for inspection by the  
18 Non-Party, if requested.

19 (c) If the Non-Party fails to seek a protective order from this court within 14  
20 days of receiving the notice and accompanying information, the Receiving Party may  
21 produce the Non-Party’s confidential information responsive to the discovery request.  
22 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
23 any information in its possession or control that is subject to the confidentiality  
24 agreement with the Non-Party before a determination by the court. Absent a court  
25 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
26 protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule ~~79-5~~ **141**. Protected Material  
4 may only be filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected Material  
6 under seal is denied by the court, then the Receiving Party may file the information  
7 in the public record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within 60  
10 days of a written request by the Designating Party, each Receiving Party must return  
11 all Protected Material to the Producing Party or destroy such material. As used in this  
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected  
14 Material. Whether the Protected Material is returned or destroyed, the Receiving  
15 Party must submit a written certification to the Producing Party (and, if not the same  
16 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
17 (by category, where appropriate) all the Protected Material that was returned or  
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
19 abstracts, compilations, summaries or any other format reproducing or capturing any  
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
23 reports, attorney work product, and consultant and expert work product, even if such  
24 materials contain Protected Material. Any such archival copies that contain or  
25 constitute Protected Material remain subject to this Protective Order as set forth in  
26 Section 4 (DURATION).

27 14. Any violation of this Order may be punished by any and all appropriate  
28 measures including, without limitation, contempt proceedings and/or monetary

1 sanctions.

2 **COUNSEL OF RECORD HAVING STIPULATED HERETO,**  
3 **IT IS SO ORDERED.**

4  
5 DATED: June 12, 2025

  
JEREMY D. PETERSON  
UNITED STATES MAGISTRATE JUDGE

6  
7  
8  
9 DATED: June 11, 2025

MCGUIREWOODS LLP

10 By: /s/ Salwa S. Kamal  
11 Salwa S. Kamal  
12 Deleyla A. Lawrence

13 Attorneys for Defendant,  
14 Bank of America, N.A.

15 DATED: as authorized on 06/03/204

/s/ Wylie P. Cashman  
Wylie P. Cashman

16  
17 Attorney for Plaintiffs, John C. Williams  
18 and Louise E. Williams  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address] declare under penalty of perjury that I have read in  
its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court, for the Eastern District of California, on June \_\_\_, 2025  
in the case of *John C. Williams and Louise E. Williams v. Bank of America, N.A.  
f/d/b/a Banc of America Specialty Finance, Inc.*, U.S. District Court, Eastern District  
of California No. 2:24-cv-02909-DJC-JDP. I agree to comply with and to be bound  
by all the terms of this Stipulated Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order. I further agree to  
submit to the jurisdiction of the United States District Court for the Eastern District  
of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone number] as  
my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[Name]

Signature: \_\_\_\_\_

[Signature]